
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

039-M-APHIS-03

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

07/28/03

6. REQUISITION/PURCHASE NO.

APPQMAE-0054-2

7. ISSUED BY CODE: 6395

USDA, APHIS, MRPBS-ASD
Butler Square West 5th Floor
100 North 6th Street
Minneapolis, MN 55403

8. ADDRESS OFFER TO
(If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Contracting Office, until 2:00 p.m. local time on 08/21/2003.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:

A. NAME:
Jason Wilking

B. TELEPHONE NO.
(Include Area Code)
(NO COLLECT CALLS)
612-336-3210

C. E-MAIL ADDRESS

jason.l.wilking@aphis.usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	_____ CALENDAR DAYS _____ %
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
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EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. <input type="checkbox"/> CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (2 Copies unless otherwise specified)		ITEM Block 25
24. ADMINISTERED BY (If other than Item 7) USDA, APHIS, MRPBS-ASD Butler Square West 5th Floor 100 North 6th Street Minneapolis, MN 55403	CODE	25. PAYMENT WILL BE MADE BY CODE USDA, APHIS, MRPBS-ASD Butler Square West 5th Floor 100 North 6th Street Minneapolis, MN 55403
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA Signature of Contracting Officer	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 ITEMS AND PRICES**

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Extended Price
1	Construction of Mobile Containment Greenhouse Laboratory as Specified Herein.	1	each	<hr/>	<hr/>

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Construction of a Mobile Containment Greenhouse Laboratory

I. Purpose (Introduction)

United States Department of Agriculture (USDA) researchers conducting field work with invasive pests and diseases attacking the citrus industry have a need for a mobile containment greenhouse/laboratory. A prototype unit is in use at the present time and serves its purpose well, but because of materials used and its frequent use, it has become necessary to make some changes to the initial design that would increase its utilization in invasive pest research. Therefore, the main objective is to construct a second generation mobile containment greenhouse/laboratory that can be readily deployed in the event of any invasive pest outbreak as they may occur.

The second generation greenhouse/laboratory must be fully self-contained, must be as resistant to corrosion and harsh environments as possible and be aesthetically and ergonomically pleasing. The interior must be capable of 100 percent containment and must withstand complete wash down and sanitizing as needed.

II. Scope of Work

Design, construct, and deliver one mobile containment greenhouse laboratory in accordance with the specifications and line drawings (i.e. floor plan, electrical systems, plumbing systems, cabinetry and work surfaces) provided herein.

III. Government Expectations/Contract Requirements

The Contractor shall provide all personnel, labor, supervision, supplies, equipment, and associated materials required to design, construct, and deliver a single mobile containment greenhouse laboratory to the USDA, Animal and Plant Health Inspection Service (APHIS), Plant Protection and Quarantine (PPQ), Aircraft and Equipment Operations (AEO) facility at Moore Air Base, Edinburg, Texas. The contract price shall include all costs associated with the performance of this contract, including but limited to, design, construction, delivery, standard commercial warranty, and in the event of damage upon arrival at destination, on site repair of damage unit if the Government Contracting Officer authorizes conditional acceptance of the damaged unit in writing. Refer to Section E.2 for additional information on the Contractors responsibility for supplies. Instructions for preparation of proposals is located in Sections L.3 and L.7. The evaluation criteria for award consideration is located in Section M.1.

IV. Detailed Specifications

The following specifications will be included in the design and manufacture of this vehicle and any deviations of such would be unacceptable.

1. Dimensions:

- (a) 8'6" outside overall width X 48' outside overall length X 9' height inside floor to ceiling clearance. Overall length may be adjusted +/- one foot to accommodate the manufacturer's needs as necessary, but dimensions of greenhouse/laboratory area cannot be altered.
- (b) The manufacturer must be in compliance with regulations set forth by the National Highway Traffic Safety Administration (NHTSA) to meet these dimensional requirements.
- (c) Refer to the drawing detailing the dimensions of the laboratory area, greenhouse area, partition location, etc.

2. Framing:

- (a) The trailer will be an enclosed van-type body of a dropped frame (gooseneck) configuration with a triple axle six-wheel suspension system that incorporates leaf springs and shock absorbers or equivalent.
- (b) The suspension system must sustain a gross vehicle weight of 25,000 pounds.
- (c) Framing shall be of a material resistant to corrosion such as aluminum except where not normally used as in king pin/hitch, landing gear or axle areas.
- (d) Framing will include sufficient structural members to provide rigidity to walls, flooring, and roof for a vehicle of this type.
- (e) Roof framing in the greenhouse area will have a 1-1/2 pitch to provide adequate water runoff to roof panels.
- (f) Roof framing in the laboratory and remaining area can be standard used by the manufacturer.

- (g) The main framing under the floor must include provisions to facilitate the installation of two (2) separate runs of 1" conduit in the entire length of the trailer to be installed by the manufacturer.
- (h) All fasteners used for the assembly of this vehicle will be of a material resistant to corrosion such as aluminum or stainless steel, except in the suspension system.
- (i) Entry doorways will include pullout type steps and must be in compliance with the Occupational Safety and Health (OSHA) safety standards for steps/stairways.
- (j) Mobile home type tie- down strap anchor points are to be installed at five (5) points on either side of the unit.
- (k) Rear wall shall be of sufficient strength to sustain weight of two (2) wall mount type air conditioners installed by the manufacturer.
- (l) A corrosion barrier will be installed to minimize corrosion from electrolysis on the lower wall section of the entire perimeter of the trailer.
- (m) An automatic leveling system shall be installed at four (4) points on the vehicle in addition to the landing gear which will be of a electro-hydraulic or hydraulic type which will retract automatically.
- (n) Exterior doors are to be of a corrosion resistant material such as fiberglass or aluminum with screened glass windows and are to be installed according to the drawings supplied by the USDA. Refer to drawing (A) for door dimensions.
- (o) The interior door will be a marine grade double slider of aluminum construction or equivalent which includes a screened glass window. Refer to drawing (A) for door dimensions.
- (p) Exterior door shall be equipped with a digital keypad lockset that is water proof, resistant to corrosion, and includes a key or remote bypass. Interior door shall be equipped with a standard latch mechanism offered by manufacturer.
- (q) All doors will include keyed alike door knobs along with a dead bolt lock.

- (r) The exterior doors shall have a security cover at the latch area to prevent forced entry.

3. Interior - Exterior:

- (a) The interior paneling in the laboratory area shall be of a white marine grade polymer or a fiberglass reinforced plastic (FRP) panel system resistant to corrosion, ultra violet (UV) damage, mold and mildew, and most chemicals.
- (b) All seams shall be sealed with a gasketing system to facilitate removal, replacement, and decontamination of individual panels.
- (c) The walls in the laboratory shall be insulated with a urethane type spray-on material.
- (d) The interior surfaces in the greenhouse area will consist of marine grade paneling specified previously on the front and rear walls and on the lower 24" of either side wall. The balance of the greenhouse interior paneling shall be a transparent twin-walled polycarbonate material in the 8 mm thickness, commonly used in greenhouse construction. Twin-wall polycarbonate sheet shall be Lexan Thermoclear™ or equivalent.
- (e) An extruded aluminum glazing mounting system that includes glazing cap, channel, and gaskets for 8 mm structured sheet shall be used to facilitate the removal and replacement of individual panels and provide for thermal expansion and contraction of sheet.
- (f) The panels will not be directly mounted to structural members to avoid cracking from stresses caused by thermal expansion/contraction and/or flexing of the vehicle during transport.
- (g) The manufacturer will also follow guidelines established by the supplier of poly carbonate material for mounting procedures.
- (h) Interior surfaces in the generator enclosure shall be a white aluminum sheet commonly used for interior paneling and will have a minimum thickness of .045 inches. Panels in the generator enclosure will be fastened in a standard fashion offered by the manufacturer.

- (i) The generator enclosure shall include an acoustic baffle to provide as much noise reduction as possible. It will also include sufficient lighting to aid in the maintenance of the generator unit.
- (j) The exterior paneling of the laboratory area of vehicle shall be aluminum in a thickness of not less than .045 inches or fiberglass reinforced panel system commonly used in construction of enclosed body type trailers.
- (k) The exterior paneling of the vehicle at the greenhouse section shall be a twin-walled polycarbonate material in the 8 mm thickness that includes integral UV resistance.
- (l) The exterior paneling of the greenhouse shall be installed as interior panels using a glazing system for 8 mm structured sheet as previously described.
- (m) The laboratory area roofing shall include a minimum of two 16"X48" translucent panels to provide natural lighting.

4. Flooring:

- (a) The floor shall be metallic, nonskid type material resistant to corrosion, such as aluminum or stainless steel.
- (b) The floor shall have welded seams throughout to provide complete containment to the greenhouse area.
- (c) The floor will incorporate into its construction of 4" cove base of a seamless design the full perimeter of the floor.
- (d) The floor will have 1/8" per foot slope to the center to provide adequate run off.
- (e) The floor will include a drain trough at the center of the entire length of the trailer.
- (f) The trough dimensions are to be 2" deep X 4" wide and run the entire length of the trailer.
- (g) The drain trough shall be covered with a grating material that is recessed into the trough and that can be removed for cleaning.

- (h) The drain trough shall include in its design provisions for a polyvinyl chloride (PVC) 9"X9" bell trap with an outlet of not less than 3" in diameter.
- (i) The drain troughs will drain into a 100-gallon effluent water holding tank which will be installed accordingly by the manufacturer.
- (j) The drain trough in the laboratory area will be separate from the drain trough in the greenhouse area for containment purposes.

5. Insulation:

- (a) Insulation shall not be of a fiberglass type. Insulation will be non-conbustable, resistant to mold, resistant to rot, odorless and water resistant.
- (b) Insulation on the side, rearmost walls, and doors shall have an R-Value not less than 20.
- (c) Insulation on the wall separating the laboratory from the greenhouse and on the ceiling shall have an R-Value not less than 30.
- (d) Insulation under the floor of the entire trailer shall be a sprayed-on urethane type not less than 2" thick. Under floor insulation must also be fire retardant, resistant to rot, resistant to mold, water resistant, and must adhere to under floor area permanently. Under floor insulation must have an R-Value not less than 15.

6. Electrical:

- (a) Electrical supply system shall consist of a 25 kilowatt (KW) diesel generator with a transfer switch and a shore power cord. The shore power cord shall be a self-retracting reel type.
- (b) Electrical supply shall be a 240/120V, single phase, 3-wire configuration.
- (c) Electrical supply system will include in its design a flush-mounted main distribution panel board Nema Type 3R cabinet rated with no less than 150 Amperes.
- (d) Panel board shall have no less than 20 spaces available for circuit breakers.

- (e) Panel board must be mounted in front storage area and cannot be mounted on any laboratory wall surface. Condulet[®] or equivalent conduit sealing fittings shall be used to connect conduit to the panel board.
- (f) Wiring shall be color coded, copper, and housed in PVC conduit and be of a sufficient gauge size to meet all electrical load requirements.
- (g) All wiring and conduit shall be within walls and frame work and be securely mounted using appropriate conduit mounting hardware. Conduit runs shall include Condulet[®] or equivalent sealing fittings to provide a biological containment barrier between the laboratory, the greenhouse area, and to exterior of the vehicle.
- (h) All receptacle boxes will be flush mounted duplex National Electrical Manufacturer's Association (NEMA) 4X enclosures with 20 amp ground fault interrupter receptacles with no more than 2 receptacle boxes per Ground Fault Interrupter (GFI) protection .
- (i) Switch and junction boxes shall be NEMA 4X - flush mounted type.
- (j) A detailed drawing will be provided to the manufacturer showing locations for the main panel, switches, receptacle boxes, conduit runs, fluorescent lighting, security lighting, and all electrical equipment that is to be furnished by the manufacturer.

7. Plumbing:

- (a) Plumbing system shall be of ¾ freeze resistant PVC pipe and fittings throughout.
- (b) Plumbing system shall include quick disconnect couplings at inlet points to facilitate connections outside water source.
- (c) All piping shall be installed within body wall or floor and supported with appropriate hardware to prevent vibrations and water hammer type noise. .
- (d) All piping exiting wall sections shall be equipped with appropriate grommets and biocontainment sealant to prevent chafing and to provide containment to laboratory and greenhouse areas.

- (e) A Spin-Clean™ filter, part #19-2495 3/4" National Pipe Thread (NPT) shall be installed at each water supply inlet. Inlet enclosures will be recessed into the body with lockable access doors.
- (f) Laboratory area plumbing will consist of supply piping, demineralized water supply system located above sink counter, Barnstead Bantam™, 20-gallon industrial type water heater, Sani-Sink™ double stainless steel sink, Model Number 22121, HDED-3322-4 or equivalent with a gooseneck type spray nozzle on the faucet with foot actuated controls. Automatic Switch Company (ASCO) brass 3/4" NPT solenoid valves, back flow preventer valve, and 2 water spigots. Refer to plumbing diagram provided by the USDA for routing of piping, placement of supply inlet enclosures, solenoid valve location demineralizing system, water heater location, etc.
- (g) A total of four (4) external solenoid valves shall be installed recessed into the body at the location specified by the plumbing diagram.
- (h) Drain and waste plumbing system shall consist of: standard drain/waste PVC not less than 1-1/2" in diameter at the sink drain, drain/waste piping to connect sink drain to effluent water holding tank, drain/waste PVC piping to connect drain troughs to effluent water holding tank, 100-gallon holding tank, evacuation valve, flexible hose for evacuating holding tank.
- (i) Effluent water holding tank shall be constructed of a material resistant to corrosion such as polyethylene, aluminum or stainless steel.
- (j) Holding tank shall have a minimum 3" inlet and outlet and be equipped with a system that monitors its capacity and controls the opening of evacuation valve. Effluent water holding tank must include a decontamination port of a diameter not less than 3" and be installed in a manner to facilitate the introduction of decontamination chemicals to holding tank or tanks. Port must be accessible from the greenhouse interior only.
- (k) A flexible hose and appropriate quick disconnect fittings shall be included in the waste collection system and installed to facilitate evacuation of tank contents.
- (l) The effluent water holding tank shall include in its design a 3" minimum clean-out plug that would provide adequate flushing of the tank without

disassembly of discharge plumbing. The discharge valve shall be located at the tank's lowest point by means of a sump built into the tank to enable complete evacuation of contents.

- (m) A storage tube for flexible drain hose shall be provided.

8. Work Surface/Cabinets:

- (a) All work surfaces and cabinetry shall be constructed of marine grade polymer or equivalent that is resistant to corrosion, rotting, and most chemicals.
- (b) Work surfaces shall include in their design storage and cabinet space underneath.
- (c) Under no circumstances may wood or laminate materials be used in construction of cabinets or work surfaces.
- (d) Cabinets shall include in their design a system to allow for various configurations of storage and work surface space or removal as needed.
- (e) Refer to the laboratory layout diagram for location of work surface, storage areas, and cabinets.

V. Equipment to Install

1. Electrical:

- (a) Bard™ air conditioners 1 each, part number WL371-A with heat strip 1 each, WA371-A with heat strip.
- (b) Duo-Therm™ air condition unit - 1 each, part number 59516, Model Brisk Air, 15,000 BTU with heat strip.
- (c) Onan™ 25 kilowatt generator - 1 each, part number 25KDF with transfer switch all options except fuel tank.
- (d) 100-gallon diesel fuel tank - easy access fill

- (e) Three (3) total fluorescent industrial lighting fixtures for wet locations. 2-lamp, 75 watt - F96T12 with prismatic poly carbonate lens
- (f) Two (2) total fluorescent industrial lighting fixtures for wet locations. 2-lamp, 20-watt - F20T12 for work surface task lighting.
- (g) 40-watt incandescent light fixtures for wet locations for storage areas - installed as specified.
- (h) Emergency lighting fixtures NEMA 4X enclosures - Two (2) each total installed as specified.

2. Plumbing:

- (a) 100-gallon effluent water holding tank, corrosion resistant, 3" inlet/outlet with electric evacuation valve.
- (b) Sani-Sink™ Model Number 22121, HDED-3322-4 or equivalent
- (c) Industrial gooseneck type spray nozzle faucet with foot accuated controls
- (d) Twenty-gallon industrial duty water heater
- (e) Barnsted Bantam™ demineralizer - BD-1
- (f) Eight (8) total ASCO 3/4" NPT, ASCO part number EF8210G924VAC, installed as specified in the plumbing diagram.
- (g) Spin Clean™ water supply filter, part number 19-2495, 3/4" NPT, two (2) total; one at each inlet installed as specified.

3. Laboratory:

- (a) Cabinet system, modular design, corrosion resistant, installed as specified in the drawings.
- (b) Glassware drying rack, installed over sink.

VI. Workmanship Requirements

1. Vehicle shall be free of defects that would delay program objectives or vehicle

deployment.

2. Superstructure of vehicle including body, hitching system, and equipment installed by the manufacturer shall be in accordance with standards set forth by the Department of Transportation for vehicles of this type.
3. Under no circumstances shall any component or material used in the construction of this vehicle be used, reconstructed, remanufactured, or modified to meet the requirements specified herein.
4. Deficiencies that would be cause for rejection of the delivered product are as follows:
 - (a) Any deviation of specified requirements or manufacturer's standards of construction, whether or not included herein, that minimizes durability, performance, function, or aesthetics.
 - (b) Improper design in body, floor, doorways, steps, etc., that cause an unsafe condition during normal use or during routine maintenance.
 - (c) Leaks of any kind in the plumbing system, fuel tank, or any other fluid holding device.
 - (d) Imperfections in paint coverage such as runs, chemical reactions, or lack of paint coverage.
 - (e) Uneven body seams or any condition that causes interior or exterior panels to not appear plumb, even, or square.
 - (f) Unsymmetrical positioning of any fasteners, conduit, conduit clamps, electrical components, framing members, etc.
 - (g) Inferior welding or inappropriate methods of joining metals.
 - (h). Improper or inappropriate methods of installation of any component or equipment.
 - (i) Lack of gasketing or sealing in critical containment areas.
 - (j) Jagged edges, lack of deburring to interior or exterior panels that could cause an unsafe condition.

- (k) Piping, conduit, cable, or any hardware routed through any wall or enclosure that does not include protection from chafing or abrasion.
- (l) Improper fit of recessed enclosure doors and or locking mechanisms.
- (m) Improper closing or opening of exterior or interior doors.
- (n) Noises or vibrations of any panel or component during normal operation of the generator.
- (o) Unradiused edges in cabinetry or work surfaces where applicable.
- (p) Lack of insulation where applicable.
- (q) The use of any construction material that was not considered for this project such as, wood, laminates, particle board, fiberglass insulation, asbestos, etc.
- (r) Any body component or equipment installed that does not allow access for repair or routine maintenance of a particular system, component or installed equipment.
- (s) Uneven or unaligned fixtures, fasteners, conduit, etc., or spacing thereof.
- (t) Any additional equipment, component, or system not specified herein.
- (u) Improper operation of equipment or systems.

VII. Progress Reporting

The contractor's proposal shall include a schedule milestone chart and supply monthly status reports to the Contracting Officer and Technical Point of Contact from contract award through contract completion. Refer to section H.1 for additional information.

**C.1 AGAR 452.211-73 ATTACHMENTS TO STATEMENT OF
WORK/SPECIFICATIONS (FEB 1988)**

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION D - PACKAGING AND MARKING**D.1 REPORTING REQUIREMENTS**

The contractor shall submit monthly progress reports to the Contracting Officer and the Technical Point of Contact until project completion. The progress report shall include brief summary of status of the project. Including but limited to key activities and milestone completion.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996)**

- (a) Definition. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.
- (c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; provided, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.
- (e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

E.1 (Continued)

- (2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.
- (f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.
- (i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.
- (j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

E.1 (Continued)

- (k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects of nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

**E.2 52.246-16 RESPONSIBILITY FOR SUPPLIES
(APR 1984)**

- (a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.
- (b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon--
 - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
 - (2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the

E.2 (Continued)

contract, whichever is later, if transportation is f.o.b. destination.

- (c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.
- (d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
1	1	Within 180 Calendar Days.

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

F.2 (Continued)

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
1	1	
(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.		

F.3 AGAR 452.247-70 DELIVERY LOCATION (FEB 1988)

Shipment of deliverable items, other than reports, shall be to:

USDA APHIS PPQ AEO
 Moore Air Base, Bldg. S-6415
 Route 3, Box 1001
 Edinburg, Texas 78539

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 REPORTING REQUIREMENTS**

The contractor shall submit monthly progress reports to the Contracting Officer and the Technical Point of Contact until project completion. The progress report shall include brief summary of status of the project. Including but limited to key activities and milestone completion.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 REPORTING REQUIREMENTS**

The contractor shall submit monthly progress reports to the Contracting Officer and the Technical Point of Contact until project completion. The progress report shall include brief summary of status of the project. Including but limited to key activities and milestone completion.